

**AMENDED AND RESTATED
EXCLUSIVE FRANCHISE AGREEMENT
BETWEEN THE CITY OF CORONA
AND USA WASTE OF CALIFORNIA, INC.
FOR SOLID WASTE HANDLING SERVICES**

2006

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AND USA WASTE OF CALIFORNIA, INC.
FOR SOLID WASTE HANDLING SERVICES**

2006

This solid waste franchise agreement ("Agreement") is entered into this 5th day of July, 2006, by and between the CITY OF CORONA ("City"), a California municipal corporation, and USA Waste of California, Inc. ("Grantee"), a Delaware corporation, for the collection, transportation, recycling, composting and disposal of solid waste. Notwithstanding the execution date of this Agreement, the effective commencement date of this Agreement shall be as set forth in Section 8 herein.

RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB939"), has declared that it is within the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their jurisdictions; and

WHEREAS, pursuant to California Public Resource Code Section 40059(a)(1), the City Council of the City of Corona has determined that the public health, safety and well-being require that an exclusive franchise be awarded to a qualified solid waste enterprise for solid waste collection, recycling and disposal in residential, commercial and industrial areas of the city; and

WHEREAS, Public Resources Code Section 40059 permits the City to impose terms and conditions on the award of a solid waste franchise if, in the opinion of the governing body, the public health, safety and well-being require the imposition of those terms and conditions; and

WHEREAS, Grantee has represented and warranted to City that it has the experience, responsibility, and qualifications to provide Solid Waste handling services and Recyclable Materials handling services, as defined in Public Resources Code Section 49505 and as described herein; and

WHEREAS, the City Council of the City of Corona declares its intention of maintaining reasonable rates for collection and disposal of solid waste within City limits; and

WHEREAS, City awarded to Grantee a franchise agreement originally dated June 24th, 1983 with five separate amendments dated April 11, 1992; April 16, 1997; June 17, 1998; May 19, 1999 and September 6, 2000, (collectively, the "Prior Agreements") which agreements are still in effect; and

WHEREAS, the parties wish to supersede all of the Prior Agreements and enter into an amended and restated franchise agreement;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. GRANT OF EXCLUSIVE FRANCHISE

This amended and restated franchise agreement grants an exclusive residential/commercial/industrial solid waste franchise as defined in Section 2 below pursuant to the Corona Municipal Code Chapter 8.20 and California Public Resources Code Section 40059(a)(1) for the collection of solid waste, compostables and recyclables in all areas within the City of Corona, (except to the extent that sale or donation of Recyclable Materials is permitted under this agreement) and transportation of such waste to a disposal facility or processing facility.

SECTION 2. DEFINITIONS

Whenever any term used in this agreement has been defined by Chapter 8.20 of the Corona Municipal Code or Division 30, Part 1, Chapter 2 of the California Public Resources Code, the definitions in the Municipal Code or Public Resources Code shall apply unless the term is otherwise defined in the agreement. To the extent the definitions contained herein conflict with similar definitions contained in any federal, state or local law, the definition herein shall prevail. However, nothing contained herein shall be interpreted to require the Grantee to undertake any conduct, which is contrary to federal, state or local law. AB939 shall mean the California Integrated Waste Management Act of 1989, as it may be amended from time to time.

A. AFFILIATED COMPANIES

Shall mean all businesses which are directly or indirectly related to Grantee by virtue of direct or indirect ownership interests or common management or a business which is also owned, controlled or managed by any business or individual which has a direct or indirect ownership interest in Grantee.

B. AGREEMENT

Shall mean this amended and restated franchise agreement

C. APPLICABLE LAW

Applicable Law shall mean all law, statutes, rules, regulations, guidelines, permits, actions, determinations, orders, or requirements of the United States, State of California, County of Riverside, City, regional or local government authorities, agencies, boards, commissions, courts or other bodies having applicable jurisdiction, that from time to time apply to or govern the services provided pursuant to this agreement or the performance of the parties' respective obligations hereunder,

including any of the foregoing which concern health, safety, fire, environmental protection, labor relations, mitigation monitoring plans, building codes, zoning, and non-discrimination. All references herein to Applicable Law include subsequent amendments thereto, unless otherwise specifically limited.

D. BINS

Bins shall mean those containers provided by Grantee for commercial, industrial, construction and multi-family residential users. Bins are of two types: (i) bins (usually 3-6 cubic yards in size) that are picked up by refuse trucks by means of front loading apparatus; and (ii) roll-off bins (usually 40 cubic yards in size) that are picked up by trucks using rear loading winches onto rails.

E. BIOHAZARDOUS or BIOMEDICAL WASTES

Shall mean those wastes, which may cause disease or reasonably be suspected of harboring pathogenic organisms, including, but not limited to, waste resulting from the operation of medical clinics, hospitals and other facilities producing wastes that may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing and surgical gloves.

F. BULK WASTE

Shall mean any non-vegetative (except Christmas trees) item, which cannot be containerized, bagged or bundled, including, but not limited to, ranges, toilets, pool heaters, water softeners, washers, dryers, bath tubs, water heaters, sinks, bicycles and other similar domestic appliances, household goods and furniture and shall not be commingled with green waste nor exceed 150 pounds.

G. COLLECTION

Shall mean the process whereby solid waste, garbage, trash, bulk waste, green waste or recyclable material is removed and transported to a governmentally approved facility.

H. CITY LIMITS

City limits means the boundaries of the City together with all amendments and changes thereto.

I. COMMERCIAL COLLECTION SERVICE

Means solid waste and recyclables service to include but not be limited to commercial property including hotels, motels, parks containing mobile homes and/or recreational vehicles, commercial (wholesale/retail), manufacturing, industrial and institutional

enterprises of all types. Commercial properties shall be all properties, other than those listed under the definition of Curbside Residential Collection Service, including Multifamily Collection Service, and Multifamily Recycling Collection Service.

J. COMMERCIAL RECYCLING COLLECTION SERVICE

Shall mean the collection of recycling materials by the Grantee within the service area and that is not covered by Curbside Residential Collection Service or Multifamily Collection Service.

K. CONSTRUCTION and DEMOLITION DEBRIS (C&D)

Shall mean materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum wallboard and lumber from the construction or destruction of a structure as part of a construction or demolition project. For purposes of this Agreement, C&D waste shall be considered recyclable materials.

L. CONTRACT

Shall mean this agreement.

M. CONTRACT ADMINISTRATOR

Shall mean the city manager of the City of Corona or that person's designee, who shall act as the City's representative during the term of this agreement.

N. CONTRACTOR (or GRANTEE)

Contractor (or Grantee) means USA Waste of California, Inc. DBA Waste Management of the Inland Empire, the entity granted the franchise pursuant to this agreement.

O. CURBSIDE RESIDENTIAL COLLECTION SERVICE

Shall mean the collection of solid waste, recyclable materials and green waste by the Grantee from all dwelling units in the service area that are defined as "single family" residential units by the City of Corona. These dwelling units generally consist of one to four residential dwellings in a building or on a defined property.

P. DESIGNATED FACILITY

Shall mean a disposal, recycling or transfer station used for the processing, recovery, recycling or transferring of solid waste and/or recycling materials.

Q. DISPOSAL FACILITY

Shall mean place or places managed or operated for the purpose of disposal or processing discarded materials.

R. DWELLING UNIT

Shall mean any type of structure or building unit intended for or capable of being utilized for residential living other than a licensed hotel or motel unit.

S. E-WASTE

Shall mean appliances, devices, and other objects containing electronic components, and includes (but is not limited to) computers, computer monitors, cellular telephones, copiers, fax machines, DVD players, VCR's, and televisions.

T. GARBAGE

Shall mean all putrescible waste, which generally includes but is not limited to kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities. Garbage can also mean discarded materials and items from dwelling units, businesses and institutions unless otherwise defined.

U. GREEN WASTE

Shall mean any vegetative matter resulting from yard and landscaping maintenance by any party and shall include materials such as tree and shrub materials, grass clippings, fruit, tree branches and similar other matter usually produced as refuse in the care of lawns, landscaping and yards. For curbside collection, the following applies: all grass clippings, tree cuttings, bushes, twigs, leaves, pine needles and similar small loose items.

V. GROSS REVENUE

Gross revenues shall mean any and all revenues, receipts, or compensation in any form received by the Grantee pursuant to this agreement for the collection, transportation and disposal or diversion of waste (including revenue from the sale of recyclables), in accordance with Generally Accepted Accounting Principles (GAAP). "Gross Revenues" does not include any monies received from the State of California, or any Billing Charge or AB 939 Fee the City directs Grantee to collect pursuant to Section 6 of this Agreement.

W. HAZARDOUS WASTE

Shall mean any material, which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics may cause or significantly contribute to an increase in mortality or an increase in serious illness or pose a substantial threat or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise mismanaged or any waste which is defined or regulated as a hazardous waste, toxic waste, hazardous chemical substance or mixture, or asbestos under Applicable Law, including:

- a. "Hazardous Waste" pursuant to Section 40141 of the California Public Resources Code; regulated under Chapter 7.6 (commencing with Section 25800) of Division 20 of the California Health and Safety Code; all substances defined as hazardous waste, acutely hazardous waste, or extremely hazardous waste by Section 25110.02, 25115, and 25117 of the California Health and Safety Code (the California Hazardous Waste Control Act), California Health and Safety Code Section 25100 et seq., and future amendments to or recodification of such statutes or regulations promulgated thereunder, including 23 California Code of Regulations Sections 2521 and 2522;
- b. Materials regulated under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended (including, but not limited to, amendments thereto made by the Solid Waste Disposal Act Amendments of 1980), and related federal, State and local laws and regulations;
- c. Materials regulated under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended, and related federal State of California, and local laws and regulations, including the California Toxic Substances Account Act, California Health and Safety Code Section 25300 et seq.;
- d. Materials regulated under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq., (CERCLA) as amended, and regulations promulgated thereunder; and
- e. Materials regulated under any future additional or substitute federal, State or local laws and regulations pertaining to the identification, transportation, treatment, storage or disposal of toxic substances or hazardous waste.

If two or more governmental agencies having concurrent or overlapping jurisdiction over hazardous waste adopt conflicting definitions of "hazardous waste", for purposes of collection, transportation, processing and/or disposal, the broader, more expansive definition shall be employed for purposes of this agreement.

X. HOTEL or MOTEL

Shall mean a structure or building unit(s) capable of being utilized for residential living where such unit or a group of such units is regularly rented to transients or held out or advertised to the public as a place regularly rented to transients for periods of seven days or less. To meet this definition, the hotel or motel must be licensed to operate as such. "Transient" is meant to define a person or group of people either on vacation or transitioning from one area to another.

Y. MULTIFAMILY DWELLING UNIT

Shall mean any dwelling unit defined as "multifamily" by the City of Corona. Multifamily dwelling units generally include five or more residential units in a building or on a defined property and may include, but not be limited to, apartments, condominiums, mobile homes, recreational vehicles and time-share units.

Z. MULTIFAMILY RECYCLING COLLECTION SERVICE

Shall mean the collection of recyclable materials by the Contractor from multifamily dwelling units in the service area.

AA. MULTIFAMILY SOLID WASTE COLLECTION SERVICE

Shall mean solid waste collection service of all multifamily dwelling units whose solid waste or green waste is collected by means of a central or shared container and not that of a garbage can (except for multifamily can collection).

BB. PUBLIC AWARENESS PROGRAM

Shall mean programs developed by the City or Grantee to inform and encourage residential and commercial solid waste collection customers to properly use all solid waste and recycling collection services offered by the Grantee through the contract. It shall also mean information concerning level of service and changes in scope of service.

CC. RECYCLABLE MATERIALS or RECYCLABLES or RECYCLING

Shall mean materials which have been discarded, thrown away or abandoned by the generator or owner thereof and are commonly collected in recycling programs in Southern California, including, but not limited to:

newsprint
corrugated material
high-grade paper and mixed paper
glass
aluminum cans
tin cans

steel and other types of scrap metals
PET polyethylene terephthalate containers ("PET") marked "1" as of the date hereof
high density polyethylene containers ("HDPE") marked "2" as of the date hereof
low density polyethylene containers ("LDPE") marked "4" as of the date hereof
California redemption containers
ferrous metals
non-ferrous metals
white paper
mixed paper
telephone books

This list may be expanded to include any other material for which a recycling market or process is developed and which material is designated by City to constitute Recyclable Material during the term of this agreement. Notwithstanding any other term or provision of this agreement to the contrary, materials shall be deemed to constitute solid waste within the meaning of California Public Resources Code Section 40191, and regulated accordingly, whether or not said materials are identified on the foregoing list or may be potentially recyclable, in all cases where the material is mixed or commingled with other types of solid waste, or where a fee, charge, or other form of consideration, regardless of amount, is directly or indirectly solicited or received from the generator in exchange for collection, removal, transportation, storage, processing, handling or disposal services ("fee for service" recycling), whether or not arranged by or through a subcontractor, broker, agent, or affiliate of the provider of such service. As used herein, "generator" includes, without limitation, a property owner, occupant, or his/her contractor.

DD. RESIDENTIAL RECYCLING COLLECTION SERVICE

Shall mean curbside residential recycling collection services and multifamily recycling collection service.

EE. RESIDENTIAL SOLID WASTE COLLECTION SERVICE

Shall mean curbside residential solid waste collection service and/or multifamily solid waste collection service.

FF. ROLL-OFF COLLECTION SERVICE

Shall mean the collection of solid waste, C&D, garbage, green waste, bulk waste, trash, etc. utilizing a container or compactor specifically designed for the purpose of leaving the container on a customer's property, then rolling or lifting such container or compactor onto a truck and transporting it to a designated facility.

GG. SERVICE AREA

Shall mean the incorporated area of the City of Corona for which the Contractor has been granted an exclusive franchise and as may be amended by future annexations.

HH. SLUDGE

Shall mean a solid, semi-solid or liquid generated from any waste water treatment plant, water supply treatment plant, air pollution control facility, septic tank, grease trap, portable toilet and related operations, or any other such waste having similar characteristics or effects.

II. SOLID WASTE

Shall mean garbage, trash, bulk waste and white goods discarded from the normal housekeeping activities of a dwelling unit, business or institution, but shall not include green waste, special waste and hazardous waste.

JJ. SPECIAL COLLECTION

Shall mean the collection of bulk waste or white goods or green waste that may require particular or special attention, scheduling or action by the Grantee.

KK. SPECIAL SERVICES

Shall mean any services requested or required by the customer that are in addition to, or a change in, residential solid waste collection service, residential recycling collection service, commercial recycling collection service and commercial solid waste collection service as set out or similar to those listed in Exhibit B.

LL. SPECIAL WASTE

Shall include automobiles, boats, internal combustion engines, non-automobile tires, sludge, dead animals, septic tank waste, bio-hazardous or biomedical waste, liquid waste and hazardous waste, land clearing debris and tree limbs and/or trunks greater than 50 pounds per piece. Special waste may also include items determined by the City to be reasonably unmanageable or require extraordinary management. Special wastes shall mean all the items and materials that are set forth in Exhibit A, including any items that may be added by State or Federal government in the future.

MM. TRASH

Shall mean all refuse, accumulation of paper, rags, wooden or paper boxes and containers, sweepings, broken toys, tools, utensils and all other accumulations of a similar nature, which are usual to housekeeping and to the operation of stores, offices, dwelling units, institutions and other business places, but shall not include green waste or recyclable materials.

NN. WHITE GOODS

Shall mean those particular items included as bulk waste that are generally referred to as household appliances, including, but not limited to, stoves, water heaters, air conditioners, heat pumps, refrigerators, ranges and similar items.

SECTION 3. ACCEPTANCE OF FRANCHISE

Grantee agrees to be bound by and comply with all requirements of Corona Municipal Code Chapter 8.20 as amended from time to time, and this agreement. Notwithstanding the forgoing, Grantee shall be entitled to a reasonable adjustment in its rates and/or compensation hereunder to the extent such future amendments to the Corona Municipal Code require Grantee to provide any additional or modified services which were not originally agreed to as of the date of execution of this agreement. Grantee waives Grantee's right to challenge the terms of this Agreement and Chapter 8.20 under federal, state or local law, or administrative regulation.

SECTION 4. FRANCHISE AREA

A. FRANCHISE AREA DEFINED

The franchise area granted by this agreement shall include all residential, commercial and industrial premises within the city, including short term/temporary uses of premises.

B. ANNEXATION COVERED BY EXISTING FRANCHISE

Territory annexed to the city that is covered by an existing solid waste permit, license, agreement or franchise granted by another public entity may continue to be served by the same grantee for the balance of the term of its permit, license, agreement or franchise, if continuation rights exist under Public Resources Code Section 49520 *et seq.*, subject to the provisions of the Corona Municipal Code, the California Public Resources Code and the provisions of this agreement. If Grantee already services the area annexed, it shall extend the City's service levels to the annexation area upon the effective date of the annexation. If the area is served by another solid waste handler, the City shall serve notice upon that hauler to discontinue service under terms prescribed by the California Public Resources Code Section 49520.

SECTION 5. SERVICES PROVIDED BY GRANTEE

A. GENERAL

Grantee shall provide curbside residential, multifamily, commercial/industrial, compactor and roll-off collection and recycling services in the City of Corona. The

right to provide such collection services in the service area shall be exclusive to the Grantee. Grantee shall be responsible for the collection, transportation, recycling and marketing services of refuse, compostables and recyclable materials within the franchise area in accordance with the terms of this franchise agreement and Chapter 8.20 of the City of Corona Municipal Code.

The right to provide roll-off and compactor solid waste and recycling collection services shall also be granted to the Contractor for existing and new commercial and rolloff accounts, both temporary and permanent, including construction and demolition debris from new construction, modifications, renovations or maintenance to buildings, in accordance with local ordinances and as permitted by state law. No other person or entity except the Contractor may offer or provide services described in this section. The City will endeavor to enforce the exclusive nature of the franchise through such means as the City deems appropriate.

B. CURBSIDE RESIDENTIAL SOLID WASTE, RECYCLING AND GREEN WASTE COLLECTION SERVICE

1. **General Conditions and Frequency of Service.** The Contractor shall provide curbside residential collection service. This service shall be provided once every week and no less than every seven days on a scheduled route basis approved by the Contract Administrator. Contractor shall collect the solid waste, green waste and recyclables (except bulky waste and special waste) that have been placed, kept or accumulated in Grantee-provided containers at single-family residences within the service area and placed at curbside by 6 a.m. on scheduled pickup days. All refuse must be placed curbside within containers provided by Contractor. It is the responsibility of the Contractor to work around obstructions that may be caused by vehicles parked curbside. The Contractor may issue informational notices to gain customer understanding and cooperation regarding obstructions (other than parked vehicles) interfering with automated collection, but may not decline to make scheduled collections because of these obstructions unless customer has neglected to remedy the obstruction after three written notifications by contractor within a two month period. Contractor shall inform City in writing or via email of each customer for which Contractor refuses to make scheduled collections under the authority of the preceding sentence. Contractor may negotiate special pickup procedures with customers that may include an additional fee in an amount approved by the City Manager or his/her designee.

- a. **Containers.** The basic charge for a single-family residence shall include three 96-gallon containers. If a customer requests additional containers, Grantee shall charge the monthly fee set forth in Exhibit C. Contractor shall provide a 64-gallon solid waste container instead of a 96-gallon container upon request, and shall charge customers requesting smaller containers the same rate charged for the typical containers.

- b. **Overage.** Extra collection for refuse that does not fit into containers shall be provided three times per year per customer and for two weeks of collection during the holiday period beginning December 26 of each calendar year. Overage must be placed in bags, bundles at the curb next to the solid waste containers and must be marked "refuse", "recycling" and/or "green waste" to alert the driver. Customers should contact Contractor prior to placing overage at the curb. After three pickups per customer per year for overage, Contractor may negotiate special pickup procedures with customers for an additional fee in an amount approved by the City Manager or his/her designee.

2. Residential Bulky Waste Collection.

Three times per year, Grantee shall provide customers with bulky waste pick-up service arranged at the request of the customer for multiple large household items, appliances, or furniture, or multiple smaller items not exceeding one and one-half cubic yards. Customers must request these collections at least two weekdays prior to their regular collection day. To the extent possible, Grantee shall divert the bulky material away from the landfill to another facility where it can be either recycled or refurbished for reuse. Collection of heavy waste materials such as dirt, rock, concrete and asphalt is not included in this service.

- a. **Acceptable Items.** Acceptable bulk waste materials shall include, but is not limited to, oversize household solid waste, furniture, mattresses, old appliances and lumber (cut into 4-foot pieces and bundled). Refrigerators, freezers, and air conditioners may be accepted with a certified CFC/Freon removal certificate. If CFC's/Freon have not been removed by a certified removal company, then an additional fee will be applied as per Section "C".
- b. **Unacceptable Items.** Items that will not be accepted include, but are not limited to, dirt, rock, concrete, bricks, tires, auto parts, special waste and hazardous waste.
- c. **Electronic Waste Collection.** Electronic waste ("E-waste") shall be included in the bulky item collections in the residential sector. Contractor shall provide for the collection of E-Waste, including but not limited to computers (terminals, monitors and peripherals), stereo systems (home and auto), television sets, DVDs, VCRs, cellular phones and other electronic devices that are categorized as E-waste by the California Integrated Waste Management Board or as "universal waste" by the California Department of Toxic Substances Control. A maximum of three pickups per year shall be collected for free. Each pickup shall include a maximum amount as

follows: Up to five (5) large E-waste items (i.e. televisions, computers, printers, microwave ovens, VCR's and DVD's, or other large electronic devices) and up to fifteen (15) smaller Universal Waste items (i.e. fluorescent tubes, batteries, thermometers, thermostats, small electronic devices) Residents may make arrangements with Contractor to collect E-Waste or Universal Waste items at other times throughout the year at a cost a specified in Section "C". Contractor shall dispose of all E-Waste and Universal Waste in compliance with Applicable Law, and shall process E-Waste/Universal Waste so as to ensure the maximum possible diversion.

- d. **Holiday Tree Collection and Recycling.** Contractor shall collect and recycle natural, undecorated trees (free of tree stands) placed at the curbside, for two weeks following the holiday season beginning December 26 each year. The pickups shall occur on the customer's regular collection day.

C. COMMERCIAL/INDUSTRIAL COLLECTION SERVICE

1. Multi-Family Residential Solid Waste and Recycling Collection Service

- a. **General Conditions and Frequency of Service.** The Contractor shall provide commercial solid waste collection, disposal and recycling services to all multifamily dwelling unit properties in the service area. This service shall be provided not less often than once per week and more frequently if required to handle the waste stream of the premises where the bins are located.
- b. **Reports.** If reporting on individual multi family dwellings becomes a State requirement at some point throughout the term of this agreement, Contractor shall prepare a Quarterly Multifamily Report that provides the information which would satisfy the State's reporting requirements. Further, upon request of the City, and if it becomes a State requirement, Contractor shall prepare a Monthly Multifamily Report that provides the information which would satisfy the State reporting requirements.

2. Business and Institutional Solid Waste and Recycling Collection Service

- a. **General Conditions and Frequency of Service.** The Contractor shall provide commercial solid waste collection and disposal to all commercial properties in the service area. This service shall be provided at a minimum of once every week or every seven days,

unless otherwise specified by the customer. Waste from businesses that prepare and serve food shall be collected a minimum of twice per week, unless collected in a closed compactor type container.

- b. **Recycling Collection Service.** The Contractor shall provide commercial recycling collection service to customers selecting this service at approved recycling rates as outlined in Exhibit C.

- (i) **Ownership of Recycling.** Notwithstanding any other provisions of this agreement, a commercial generator of recyclable materials retains ownership of those materials until the generator donates or sells those materials to another person or entity. Nothing in this agreement shall prevent a person or entity engaged in the business of recycling, whether for profit or non-profit, from accepting and transporting commercially-generated, source-separated recyclable materials from such commercial generator, provided that no such person or entity may impose a fee or a charge of any kind for accepting such materials. Grantee is not responsible for AB 939 compliance for waste that is handled by others.

- (ii) **Reports.** The Contractor shall deliver quarterly solid waste diversion summary reports to the City and a quarterly report detailing recycling revenue or more frequently if requested by the City.

The diversion summary report shall show tonnage for the different types of recycling material collected in residential, commercial and roll-off accounts. The report will also detail the tonnage of waste collected and provide a comparison between the waste and recycling to produce a quarterly diversion percentage for residential, commercial and roll-off accounts.

The quarterly recycling report shall detail all recycling collected and processed by type and tonnage, as well as green waste processed for the residential sector only.

- c. **Containers.** Commercial collection containers and compactors supplied by the Contractor shall be maintained in good condition, painted and neatly labeled with the Contractor's name. Contractor, upon request by the customer, shall provide one free bin cleaning or bin exchange per year to commercial/industrial business customers, with additional cleaning charges to be approved by the City Manager.

D. PUBLIC EDUCATION AND CUSTOMER ASSISTANCE PROGRAM

It shall be the Contractor's responsibility to provide a comprehensive public education and customer awareness program that aids all customers in understanding services available and how to use them. This program shall include an emphasis on recycling and reuse of materials by all customers.

Contractor shall provide all new customers with "start up" packets that describe services available to the customers and how to use them. On an annual basis, Contractor shall provide customers information that promotes recycling and addresses service issues that arise. This may be done through direct mailings, public events or City publications.

Activities conducted through the special recycling promotion program shall be those agreed upon by the City and Grantee and contained in an annual work plan for education and promotion. It is contemplated that this program will conduct activities that augment those the Contractor typically does in terms of education and not serve to replace efforts the Contractor has historically made.

The City and the Contractor agree to work together on the preparation of any materials for distribution. The City shall approve all information related to the solid waste and recycling services prior to distribution.

E. MANNER OF COLLECTION

The Contractor shall collect residential solid waste, recyclable materials, green waste, commercial solid waste and recyclable materials with as little disturbance as possible and shall leave any receptacle at approximately the same point it was collected. The Contractor shall exercise due care and diligence in the collection process. Every effort shall be made to prevent spilling, scattering or dropping materials during the collection process. However, in the event that material is spilled, scattered or dropped, the Contractor shall immediately cleanup the material, place it in the container and then empty the container. Contractor will use its best effort to replace the container to the nearest point of collection.

The Contractor shall replace any damaged or stolen containers to residential customers within five business days at no cost to the customer. The replacement must be the same in size, material, quality, capacity and color.

F. SPILLAGE

The Contractor shall not litter nor cause any spillage to occur upon the service area premises, roadway, right-of-way or the receiving facilities wherein the collections occur. During hauling, all solid waste, recyclables and green waste shall be contained, tied or enclosed so that leaking, spilling and blowing is prevented. In the event of any spillage

or leakage by the Contractor, the Contractor shall immediately clean up all spills and leaks which would cause a violation of National Pollutant Discharge Elimination System ("NPDES") requirements if not cleaned up, and shall within 8 hours of notification of other spills and leaks clean up those spills and leaks. All cleanup of spills and leaks shall be completed at no cost to the City or any customer.

Hydraulic Fuel Leaks. Contractor shall make every effort to prevent hydraulic leaks on City, public and private property. Upon receiving notification of a leak, the Contractor shall dispatch a cleanup crew to perform cleanup operations according to guidelines set by the National Pollutant Discharge Elimination System (NPDES) and the Clean Water Act.

G. COLLECTION HOLIDAYS

If the day of collection on any given route falls on a weekday holiday observed by the landfill or other lawful disposal site used for disposal of materials from the service area, Grantee shall observe the holiday and postpone collection service for such route until the next work day. In such cases, Saturdays of those weeks shall be considered a work day. Grantee shall not provide collection service on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

H. SPECIAL WASTES

Grantee may, but is not required to provide collection, transportation and disposal services for special wastes. Grantee may provide such services if contracted to do so by customers under separate written agreements negotiated between Grantee and the customer generating such wastes.

I. CITY FACILITIES

Grantee shall provide refuse collection, disposal, recycling service and green waste collection and disposal to City-operated facilities for their normal course of business at no charge to the City. The current list of City facilities to which collection and disposal services shall be provided is set forth in Exhibit D, but this list shall not be exclusive, and new facilities constructed, acquired, or operated by City that are similar in nature to any of the facilities listed in Exhibit D shall be added to the list upon written notification from City to Grantee.

J. SPECIAL EVENT COLLECTION

Contractor shall make available trash and recycling containers and disposal services at no cost for the City-organized events listed in Exhibit E.

K. ABANDONED ITEM COLLECTION

Contractor shall collect any and all abandoned solid waste items within 20 feet of the paved City rights-of-way (including alleys) within 24 hours of notification by the City. At times, the City may collect such items from the right-of-way or on public property that pose a hazard and deposit them in roll-off boxes provided by the Contractor at a location designated by the City. Contractor shall collect those items within 72 hours following notification. Contractor and City agree to work together with the City's Code Enforcement personnel to identify chronic illegal dump sites (sites where Contractor has had to respond more than three times within a six month period) to mitigate and eliminate waste dumped at these sites.

L. SPECIAL CLEANUPS

Grantee shall provide up to four (4) large roll-off refuse and/or recycling containers requested by the City one time per year to respond to organized community clean-up efforts at no charge. The City shall be responsible for the disposal cost of the waste collected in these containers. Grantee shall deliver containers to agreed-upon collection points and shall cooperate with the City and designated community leaders to remove containers and dispose of collected solid waste. Once the date of the clean-up is determined, City will notify residents via mail of the date and location of the cleanup event.

M. HOURS OF SERVICE

Except as otherwise provided in this section, Grantee shall collect all waste between the hours of 6:00 a.m. and 8:00 p.m. for residential service and 5 a.m. and 8 p.m. for commercial/rolloff service. City may require Grantee to begin later or finish earlier in commercial areas that are in close proximity to residences. Grantee may extend hours of service for any commercial/rolloff customer (excluding multifamily dwelling units) with prior City approval, which may be granted or denied in the City's sole discretion. Requested extensions of service hours may include extending existing service hours or running evening commercial and/or industrial routes.

N. DIVERSION

1. No Commingling.

Grantee shall not commingle, in the vehicles or otherwise, any trash with any recyclable materials or green waste, or any trash, recyclable materials or green waste with each other when collected by Grantee, unless otherwise specifically authorized in writing by City. Grantee shall not be deemed to have violated this section where such materials were commingled prior to collection by Grantee.

2. Processing.

- a. **Facility Selection.** Grantee shall transport and deliver all recyclable materials collected within the City to a processing facility and all green waste collected within the City to a green waste facility, provided that recyclable materials may first be delivered to a facility for separation from trash. Any facility to which Grantee takes collected materials must possess all required licenses, permits, and approvals required to operate and accept the materials transported there by Grantee. Grantee shall be solely responsible for selecting the disposal facility or facilities to which non-recyclable solid waste shall be transported for disposal, as well as the processing or reclamation facility or facilities to which recyclable materials and green waste shall be transported for recycling or composting. Grantee may select alternative facilities to receive materials collected under this agreement, provided that the rates charged to customers in the City shall not be increased to reflect increased transportation or disposal costs at the alternative facilities. In the event that an alternative processing facility is required due to circumstances outside the control of Grantee, City and Grantee agree to negotiate in good faith an increase in rates to cover increased transportation and/or disposal costs.
- b. **Weighing and Record Requirements.** Grantee shall ensure that, at a minimum, all materials shall be weighed upon delivery to a processing facility or composting facility, and all weight and related delivery information recorded. Grantee shall make arrangements with the facility to allow the City to review, during such facility's normal operating hours, any recordings or video of tipping. Grantee shall ensure that all scales shall be weigh master certified and regularly maintained to ensure reliability and continued functioning.
- c. **Disposal of Residue.** Grantee shall ensure disposal of any and all residue remaining from the processing of recyclable materials and any non-processable materials in accordance with Applicable Law.

3. **Compliance with C&D Diversion Ordinance.**

Grantee shall comply with the requirements of the City's construction and demolition waste diversion ordinance, as such ordinance may be adopted or amended, and shall assist customers with compliance by diverting construction and demolition materials to the maximum extent feasible and by providing receipts for all materials collected. Rates for C&D processing will be outlined in Exhibit "C".

4. **Marketing.**

Grantee shall market all recyclable materials collected within the City to provide for the highest level of income and maximum waste diversion. Green waste shall be processed to ensure diversion credit to the maximum extent feasible. Grantee

shall update its marketing and diversion programs to stay current with market conditions.

5. Indemnification.

To the extent permitted by Public Resources Code Section 40059.1, and to the extent noncompliance is caused by Grantee's breach of or noncompliance with a provision of this Agreement, Grantee agrees to protect and defend City, with counsel selected by City, and to indemnify and hold harmless City from and against all fines or penalties imposed by the California Integrated Waste Management Board if the diversion goals specified in the California Public Resources Code are not met by the City with respect to the solid waste covered by this Agreement. Upon receipt from the California Integrated Waste Management Board of a stipulated order of noncompliance with the diversion goals, which is at least partially caused by Grantee's breach of or noncompliance with a provision of this Agreement, the City may require Grantee to provide a performance bond in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) until such time as compliance is attained.

6. Additional Programs.

If the City finds that additional programs are necessary to meet any required diversion goals, the City may require proposals for additional diversion programs to meet the diversion requirements. If City and Grantee cannot reach agreement regarding programs and/or rate adjustments in order to meet required diversion goals, the City and Grantee shall refer the matter for binding arbitration to be resolved by an independent arbitrator mutually selected by the City and Grantee, the costs of which shall be borne equally by the City and Grantee. Both parties shall, in good faith and in writing, promptly provide the independent mediator or arbitrator with any and all information and documentation required or requested by the independent arbitrator in order to make its determination. The independent arbitrator shall make its determination based on the submissions of the parties, the provisions of this Agreement, its experience with similar services and disputes, and other factual determinations it may make regarding the matter in dispute. Such determination shall be made within thirty (30) days following such referral and shall be binding upon the parties as though made a lawful amendment to this Agreement.

SECTION 6. FRANCHISE FEE AND OTHER CHARGES

A. FRANCHISE FEE

A franchise fee of 11% percent of the Grantee's gross revenues shall be payable by Grantee to City 45 days after the close of each quarter of Grantee's fiscal year; provided that City may withhold the franchise fee from any solid waste charges billed directly by City and remitted to Grantee. City may adjust the franchise fee from time

to time, provided that if City increases the franchise fee, Grantee may increase its rates by the amount necessary to pass through the increase in the franchise fee.

Grantee shall prepare a statement reporting gross revenues and invoiced amounts for services provided under this agreement. The statement shall be submitted no later than 45 days after the close of the quarter and be remitted with payment of the franchise fee.

Late payment of franchise fees will be subject to a charge assessed by the City as an amount equal to 10 percent of the amount owed plus 12 percent interest per annum prorated to each day of delinquency. The fines will be documented and processed by the City's finance director and shall be due immediately upon notice.

B. BILLING CHARGE AND AB 939 FEE

In addition to the franchise fee, the City may direct Grantee to collect from customers and remit to the City a charge to offset the direct and indirect costs incurred by the City in maintaining billing operations for Grantee's customers (the "Billing Charge"), and/or a fee to offset the City's costs in administering programs to encourage recycling and diversion and compliance with AB 939 (the "AB 939 Fee"). The City may adjust the Billing Charge and AB 939 Fee as necessary to reflect changes in City's costs by providing written notice to Grantee of the revised Billing Charge amount. The Billing Charge and AB 939 Fee shall not be included in Grantee's gross revenues for purposes of calculating the franchise fee. Grantee may increase its rates by the amount necessary to pass through the Billing Charge and/or AB 939 Fee, provided, however, that Grantee shall collect from customers only the Billing Charge and/or AB 939 Fee specified by the City, and shall not increase the Billing Charge and/or AB 939 Fee or impose additional fees to offset Grantee's costs in collecting or remitting the Billing Charge and/or AB 939 Fee.

SECTION 7. LETTER OF CREDIT; INSURANCE COVERAGE

A. FINANCIAL ASSURANCE

At the time of the execution of this franchise agreement, the Grantee shall deposit a performance bond, cash bond or a letter of credit equal to at least one month's revenue or \$250,000, whichever is higher. The financial assurance mechanism shall be on terms acceptable to both the Grantee and the city attorney. The financial assurance shall serve as security for the faithful performance by Grantee of all the provisions and obligations of this franchise agreement.

1. After 30 days following Grantee's failure to pay the City an amount owing under this franchise agreement, the financial assurance mechanism may be assessed by the City upon five days prior written notice to the Grantee for purposes including, but not limited to:

- a. Failure of Grantee to pay the City sums due under the terms of the franchise agreement.
 - b. Reimbursement of costs borne by the City to correct franchise agreement violations not corrected by Grantee, after due notice.
 - c. Monetary remedies (excluding liquidated damages, to which different procedures set forth in Section 11.G apply) invoked by City due to breach of the franchise agreement.
- 2. The Grantee shall deposit a sum of money sufficient to restore the cash bond or letter of credit to the original amount within 30 days after notice from the City that any amount has been withdrawn from the cash bond.
 - 3. The City may draw upon the bond or letter of credit in connection with the imposition of liquidated damages in conformance with the procedures in Section 11.G, and without following the procedures in subsection 1 of this section 7.A.

B. INSURANCE COVERAGE

Contemporaneously with the execution of this franchise agreement, the Grantee shall deposit copies of insurance policies or endorsements evidencing the existence of policies of insurance required pursuant to this franchise agreement.

SECTION 8. TERM

- A. The term of this franchise agreement shall be for a minimum period of fifteen (15) years and shall commence on November 1, 2006 and end on November 1, 2021, provided that the City's City Council has, prior to that date, approved by the adoption of an ordinance the rate schedule attached as Exhibit "C". If the City's City Council has not approved the rate schedule prior to November 1, 2006, this agreement shall be void, of no force or effect; provided that if the City Council subsequently approves the rate schedule, the Grantee may ratify this agreement by notifying the City in writing within 30 days of the City Council's approval of such ratification.
- B. If the Grantee ratifies this agreement pursuant to this paragraph, the effective date of this agreement shall be the date the City receives notice of the ratification, and the dates set forth in paragraphs A and C of this section shall be amended to reflect the effective date. In the event that this agreement is void pursuant to this paragraph, the Prior Agreements shall remain in force and effect, allowing Grantee to continue providing services under the terms thereof for the remaining unexpired term of the Prior Agreements.
- C. On November 1, 2016, and on November 1st of each subsequent year, the term of this agreement shall be automatically extended for an additional year ("automatic

renewal” so that the remaining term of the agreement shall remain at five (5) years. Should either party wish to terminate the “automatic renewal”, such party shall give the other party written notice to that effect no later than June 1st of any year, provided that no such notice may be given prior to June 1, 2015. A notice provided later than June 1st in a given year shall be deemed timely given for the following year. Such notice shall terminate the automatic renewal provision and the agreement shall remain in effect for the remaining five year term.

SECTION 9. FRANCHISE TRANSFERABLE; CITY CONSENT REQUIRED

- A. The franchise granted by this agreement shall not be transferred, sold, hypothecated, sublet or assigned, nor shall any of the rights or privileges herein by hypothecated, leased, assigned, sold or transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person, except the Grantee or any affiliate, either by act of the Grantee or by operation of law, without the prior written consent of the City, expressed by City Council action. Any attempt by Grantee to assign this franchise without the consent of the City shall be void.
- B. If the Grantee attempts to transfer the franchise prior to obtaining City consent, 25 percent of the gross revenues derived off the operation of this service in the City from the date of attempted transfer until the date of City consent shall be returned to the customers on a prorata basis.
- C. The City shall not unreasonably withhold its consent to a transfer of the franchise granted by this franchise agreement. The City may impose conditions of approval on a franchise agreement transfer, including, but not limited to conditions requiring acceptance of amendments to Chapter 8.20 and this franchise agreement, and the payment of a reasonable transfer fee to the City.
- D. City consent is required for any change in control of Grantee. “Change in control” shall mean any sale, transfer or acquisition of Grantee by other than an affiliate of Grantee. Grantee is a corporation, and any acquisition of more than 15 percent of Grantee’s voting stock by a person or group of persons acting in concert who already own less than 50% of the voting stock shall be deemed a change in control.
- E. Any change in control of the Grantee occurring without prior City approval shall constitute a material breach of this franchise agreement.

SECTION 10. FRANCHISE TRANSFER; FEES

- A. Any application for a franchise transfer shall be made in a manner prescribed by the City Manager. The application shall include a transfer fee in an amount to be set by the City Manager that is sufficient to cover administrative expenses, including reasonable consultant and attorney costs, necessary to adequately analyze the

application and to reimburse City for all reasonable direct and indirect expenses. The fee shall be paid as a deposit against which all related invoices shall be paid. The applicant shall be provided evidence of these expenditures if requested. The applicant shall replenish the fee deposit account if needed within 30 days of a request from the City.

- B. These transfer fees are separate from any other franchise fees specified in this franchise agreement, and shall not be credited against franchise fee obligations of Grantee or the transferee.

SECTION 11. REMEDIES FOR VIOLATION

- A. If the City Manager determines that the Grantee's performance has not conformed with provisions of this franchise agreement, the requirements of the Corona Municipal Code, the requirements of the California Integrated Waste Management Board, including, but not limited to, requirements for source reduction and recycling (as to the waste stream subject to this franchise agreement) or any other Applicable Law, the City Manager may advise Grantee in writing of such deficiencies. The City Manager may, in such written instrument, set a reasonable time within which correction of all such deficiencies is to be made. Unless otherwise specified, a reasonable time for correction shall be 30 days from the date of notice to Grantee.
- B. Within 30 days of receipt of Grantee's response, the City Manager shall review and either refer the matter to the City Council or decide the matter and notify the Grantee of that decision in writing. A decision or order of the City Manager shall be final and binding on Grantee if the Grantee fails to file a "Notice of Appeal" with the City Manager within 30 days of receipt of the City Manager's decision. Within 10 working days of receipt of a Notice of Appeal, the City Manager shall refer the appeal to the City Council for proceedings in accordance with Section 12 C-D below.
- C. In such case, the City Council may set the matter for hearing. The City Council shall give Grantee, and any other person requesting the same, 14 days written notice of the time and place of the hearing. At the hearing, the City Council shall consider the report of the City Manager indicating the deficiencies and shall give the Grantee or its representatives and any other interested persons a reasonable opportunity to be heard.
- D. Based on the evidence presented at the public hearing, the Council shall determine by resolution whether the franchise agreement should be terminated, injunctive relief sought, or liquidated damages imposed. If, based upon the record, the City Council determines that the performance of Grantee is in breach of any material term of this franchise agreement or any material provision of any applicable federal, state or local statute or regulation, the City Council, in the exercise of its discretion, may terminate the franchise agreement, seek injunctive relief compelling compliance, or impose liquidated damages, as defined below. The decision of the City Council may be appealed by the Grantee by administrative hearing pursuant to Section 12 below.

Grantee's performance under this franchise is not excused during the period prior to the City Council's final determination as to whether such performance is deficient.

- E. This right of termination, obtaining of injunctive relief, or imposition of liquidated damages is in addition to any other rights of City upon a failure of Grantee to perform its obligations under this franchise agreement.
- F. The City further reserves the right to terminate Grantee's franchise or impose liquidated damages when, upon 14 days written notice and having provided a reasonable time to remedy the situation, any of the following occur:
 - 1. If the Grantee practices, or attempts to practice, any fraud or deceit upon the City.
 - 2. If the Grantee becomes insolvent, unable or unwilling to pay its debts, or upon listing of an order for relief in favor of Grantee in a bankruptcy proceeding.
 - 3. If the Grantee fails to provide or maintain in full force and effect, the workers compensation, liability and indemnification coverage or cash bond as required by the franchise agreement.
 - 4. If the Grantee willfully violates any orders or rulings or any regulatory body having jurisdiction over the Grantee relative to this franchise agreement, provided that the Grantee may contest any such orders or rulings by appropriate proceedings conducted in good faith, in which case no breach of the franchise agreement shall be deemed to have occurred.
 - 5. If the Grantee ceases to provide collection service as required under this franchise agreement over all or a substantial portion of its franchise area for a period of seven days or more for any reason within the control of the Grantee.
 - 6. If the Grantee willfully fails to make any payments required under this agreement and/or refuses to provide City with required information or reports in a timely manner as provided in this agreement.
 - 7. Any other act or omission by the Grantee which materially violates the terms, conditions or requirements of this agreement, the Corona Municipal Code, the California Integrated Waste Management Act of 1989, as it may be amended from time to time, or any order, directive, rule or regulation issued there under and which is not corrected or remedied within the time set in the written notice of the violation or, if the Grantee cannot reasonably correct or remedy the breach within the time set forth in such notice, if the Grantee should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter.

G. Liquidated Damages.

1. The City finds, and the Contractor agrees, that as of the time of the execution of this agreement, it is impractical, if not impossible to reasonably ascertain the extent of damages which shall be incurred by the City as a result of a material breach by Contractor of its obligations under this agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable services; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of this agreement to individual members of the general public for whose benefit this agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that services might be available at substantially lower costs than alternative services, and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.
2. The parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the date of this agreement, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.

Grantee
Initial Here _____

City
Initial Here _____

3. After providing notice and opportunity to cure as described above, the City Council may, in its discretion, assess liquidated damages not to exceed the sum of \$1000.00 per day, for each business day that service is not provided in material conformance with this agreement. Violations of this agreement for which liquidated damages may be imposed include:
 - failure to commence service to a new customer account within seven (7) days after order
 - failure to collect solid waste, green waste or recyclable material, which has been properly set out for collection, from an established customer

account on the scheduled collection day and not collected within the period described in this agreement as long as it can be proven that it was not as a result of customer's negligence;

- each occurrence of damage to private property proven to be caused by Contractor's willful negligence;
- failure to properly return empty containers to avoid pedestrian or vehicular traffic impediments;
- each occurrence of proven discourteous behavior to a customer;
- failure to clean up large spills from waste containers within eight (8) hours of being notified by the City;
- each occurrence of collecting during unauthorized hours;
- each spill or leakage of oil, hydraulic fluid, coolant, or other fluid from any collection vehicle used by Grantee, which is in violation of NPDES regulations, which causes a stain, pool or puddle of .5 square feet or greater and which is not promptly cleaned up as provided in Section 5F of this agreement.

Notwithstanding the foregoing, liquidated damages in the amount of \$1,000 per violation per day may be assessed for each instance in which Grantee commingles recyclables or green waste with solid waste, such as by collecting recyclables or green waste in a solid waste truck.

4. Grantee shall pay any liquidated damages assessed by City within sixty (60) days after they are assessed. If they are not paid within the sixty (60) day period, City may proceed against the performance bond required by this Agreement, or treat the non-payment as a material breach of this Agreement, or both.

SECTION 12. ADMINISTRATIVE HEARING PROCEDURES

- A. Should Grantee contend that the City is in breach of this franchise agreement, it shall file a request with the City Manager for an administrative hearing of the allegation.
- B. If either the City Manager or the City Council refers a matter to a hearing officer, or if the Grantee should allege a breach of the franchise by the City or if the Grantee appeals a determination of the City as provided in Section 11.D., City and Grantee shall mutually agree on a hearing officer. If agreement is not reached with 20 working days of the filing of the notice of appeal, then Grantee shall select the hearing officer from a list of three potential hearing officers who are retired California Superior Court judges or Appellate Court justices, none of whom are related to the parties, prepared by the City Manager.
- C. The hearing shall be conducted according to the California Code of Civil Procedure, Section 1280, et seq. The exclusive venue shall be in Riverside County, California.

A hearing officer to whom a matter is referred shall have the authority to (i) order the City or the Grantee to undertake remedial action to cure the breach and to prevent occurrence of similar breaches in the future; (ii) assess damages and/or levy a penalty upon the Grantee consistent with the terms of this franchise agreement; or (iii) find there has been no breach. If the hearing officer finds there has been no breach, such a decision precludes the City from conducting a default hearing. For any occurrence or series of related occurrences, the penalty may be up to \$5,000. The amount of the penalty shall be reasonably related to the seriousness of the breach of the franchise agreement.

- D. The non-prevailing party at the hearing shall be liable for the hearing officer's fees.
- E. Any failure of the Grantee to comply with the hearing officer's order shall be deemed a material breach of the franchise agreement and may be grounds for termination of the franchise agreement.
- F. The hearing officer shall commence the hearing within 30 days of selection unless the parties and the hearing officer otherwise agree. Any party to the hearing may issue a request to compel reasonable document production from the other party. Disputes concerning the scope of document production and enforcement of document requests shall be subject to agreement by the parties, or if agreement is not reached within 20 days of that document request, then by disposition by order of the hearing officer. Any such document request shall be subject to the proprietary rights and rights of privilege of the parties, and the hearing officer shall adopt procedures to protect such rights. Except as may be otherwise specifically agreed by the parties, no other form of pretrial discovery shall be available to the parties; provided that if either party notifies the hearing officer that a material violation of the franchise or rights in connection therewith is claimed by either party, the provisions of Code of Civil Procedure Section 1283.05 shall apply.
- G. Neither party may communicate separately with the hearing officer after the hearing officer has been selected. All subsequent communications between a party and a hearing officer shall be simultaneously delivered to the other party. This provision shall not apply to communications made to schedule a hearing or request a continuance.
- H. Until final judgment is entered from the hearing officer proceeding under the foregoing provisions and the time for appeal or other post-judgment petition has expired, the imposition or enforcement of any penalties or sanctions provided in the franchise agreement and related to the subject matter of the hearing shall be stayed. The hearing officer may modify or cancel any proposed penalties or sanctions upon a finding that the party subject thereto acted with substantial justification, or if the interests of justice so require.
- I. Any party to a hearing may petition the Superior Court in Riverside County, California, to confirm, correct or vacate the award on the grounds stated in the

General Arbitration Act. Any proceedings on appeal shall be in accordance with Code of Civil Procedures 1294 and 1294.2.

SECTION 13. RIGHTS OF CITY TO PERFORM DURING EMERGENCY

- A. Should Grantee, for any reason whatsoever, except the occurrence or existence of any of the events or conditions set forth in Section 25.A., refuse or be unable to collect, transport and dispose of any or all of the refuse, compostables and recyclables that it is obligated under this franchise agreement to collect, transport and dispose of for a period of more than 72 hours, and if as a result thereof, refuse, compostables and recyclables should accumulate in the city to such an extent, in such a manner or for such a time that the City Manager should find that such accumulation endangers or menaces the public health, safety or welfare, then in such event City shall have the right, upon 24-hour prior written notice to Grantee, during the period of such emergency, to temporarily take possession of all equipment Grantee previously used in the collection and transportation of refuse, compostables and recyclables under this agreement, and to use such equipment to collect and transport any or all refuse, compostables and recyclables that Grantee would otherwise be obligated to collect and transport pursuant to this franchise agreement. Grantee agrees that in such event it will fully cooperate with City to affect such a transfer of possession for City's use.
- B. Grantee agrees that, in such event, City may take temporary possession of and use all of said equipment without paying Grantee any rental or other charge, provided that City agrees that, in such event, it assumes complete responsibility and liability for the proper and normal use, including all maintenance of such equipment. City agrees that it shall immediately relinquish possession of all of the above-mentioned property to Grantee upon receipt of written notice from Grantee to the effect that it is able to resume its normal responsibilities under this franchise agreement.

SECTION 14. PRIVACY

- A. Grantee shall strictly observe and protect the rights of privacy of customers. Information identifying individual customers or the composition or contents or a customer's refuse or recyclables shall not be revealed to any person, governmental unit, private agency or company unless upon the authority of a court of law, by statute or upon valid authorization of the customer. This provision shall not be construed to preclude Grantee from preparing, participating in or assisting in the preparation of waste characterization studies or waste stream analyses, which may be required by AB 939.
- B. Grantee shall not market or distribute mailing lists with the names and addresses of Corona customers.
- C. The rights accorded customers pursuant to this section shall be in addition to any other privacy right accorded customers pursuant to federal or state law.

SECTION 15. REPORTS AND ADVERSE INFORMATION

A. WEEKLY, MONTHLY AND QUARTERLY REPORTS

Grantee shall maintain and provide to the City monthly reports containing information including the number of tons of solid waste collected from residential and commercial premises, recyclable material, green waste and construction and demolition debris collected and delivered to disposal facilities, processing facilities or composting facilities. Monthly residential collection of recyclable materials shall be summarized by commodity and the amount collected. The monthly reports shall also reflect amounts received by Grantee from the sale of recyclable materials. Upon request from the City, Grantee shall prepare weekly reports containing the same categories of information contained in the monthly reports. Grantee shall submit written quarterly reports to the City totaling the information contained in the monthly and weekly reports. The reports required by Section 5 shall satisfy the quarterly reporting requirements for multi-family residential and commercial/industrial customers.

In addition to the foregoing, Grantee shall prepare and provide to the City weekly reports listing: (i) the number and location of missed pickups; (ii) the number, nature, and resolution of all customer complaints; (iii) all customers charged overloaded bin fees or similar fees; and (iv) such other customer service-related information as the City may request. Upon request of the City, Grantee shall provide daily reports listing this information.

B. ANNUAL REPORTS

Within 120 days after the close of Grantee's fiscal year, the Grantee shall submit a written annual report, in a form approved by the City, summarizing the information contained in the quarterly reports and containing additional information including, but not limited to, the following:

1. A summary of the previous year's (or, in the case of the initial report year, the initial year's) activities undertaken pursuant to this agreement, including but not limited to services begun or discontinued during the reporting year and the number of customers for each class of service.
2. A report, in a form satisfactory to the City, on the City's progress in meeting and maintaining its ability to meet its goals under AB 939, along with any recommended changes.
3. A statement of revenue derived from this agreement, setting forth quarterly franchise fees, and the basis for the calculation thereof, certified by an officer of the Grantee.

Upon request, Grantee shall make an oral presentation of the annual report to the City Council of the City at the City Council meeting specified by the City.

C. FINANCIAL INFORMATION

Grantee shall also deliver to City the Annual Report, annual financial statements, and consolidated financial statements of Grantee's parent company, Waste Management, Inc. for the previous fiscal year. Revenues attributable to the City of Corona shall be clearly segregated and identified as part of the Annual Report package. Grantee shall also provide to the City a list of Grantee's officers and members of its board of directors, and a list of stockholders or other equity investors holding 15 percent or more of the voting interest in Grantee and any subsidiaries, unless Grantee is a public corporation whose annual reports are publicly available. Grantee shall deliver the requested statements within: (1) ten (10) days of City's request if the request is made at least 90 days after the end of Grantee's fiscal year for statements for a prior fiscal year, or; (2) no later than (100) days of the end of Grantee's fiscal year, if the request is made for statements concerning the then current fiscal year.

D. ADVERSE INFORMATION

Grantee shall provide the City copies of all reports or other material adversely affecting Grantee's ability to perform this agreement that may be submitted by Grantee to the Environmental Protection Agency, the California Integrated Waste Management Board or any other federal or state agency. Copies shall be submitted to the City simultaneously with Grantee's filing of such matters with said agencies. Grantee's routine correspondence to said agencies need not be automatically submitted to the City, but shall be made available to other City upon written request, as provided in Section 24.

1. The Grantee shall submit to the City copies of all pleadings, applications, notifications, communications and documents of any kind, submitted by the Grantee to, as well as copies of all decisions, correspondence and actions by any federal, state and local courts, regulatory agencies and other government bodies relating specifically to Grantee's performance of services pursuant to this franchise agreement. Any confidential data exempt from public disclosure shall be retained in confidence by the City and its authorized agents and shall not be made available for public inspection.
2. Grantee shall submit to the City such other information or reports in such forms and at such times as the City may reasonably request or require.
3. All reports and records required under this or any other section shall be furnished at the sole expense of the Grantee.

E. ADDITIONAL INFORMATION

Grantee shall cooperate fully with City's AB 939 reporting requirements by providing City with requested information concerning diversion and disposal rates and practices within a reasonable time of Grantee's receipt of City's request, but in no event longer than fifteen (15) days after such receipt. Grantee shall incorporate into the reports required by this Section 15 any additional information requested by City, as long as such information is readily available. Grantee shall incorporate into such reports any new reporting information required by Applicable Law. Grantee shall promptly notify City of any contracts or informal arrangements, and the terms thereof, between Grantee and Affiliated Companies related to providing services under this agreement.

F. FAILURE TO REPORT

The refusal, failure or neglect of the Grantee to file any of the reports required, or the inclusion of any materially false or misleading statement or representation made knowingly by the Grantee in such report, shall be deemed a material breach of the franchise agreement and shall subject the Grantee to all remedies, legal or equitable that are available to the City under the franchise agreement or otherwise.

SECTION 16. REVIEW OF PERFORMANCE AND QUALITY OF SERVICE

- A. At the City's sole option, the City may hold public hearings, or request private meetings with Grantee, to review the Grantee's performance and quality of service, and shall invite Grantee to attend and participate in such hearings. These hearings or meetings may be held quarterly or as often as deemed necessary by City. The reports required by this franchise agreement regarding customer complaints shall be utilized as a basis for review, although the City may consider any information that it deems relevant in conducting the review. In addition, any customer may submit comments or complaints during the review meetings, either orally or in writing, and these shall be considered.
- B. Within 30 days after the conclusion of the public hearing, City shall issue a report with respect to the adequacy of performance and quality of service. If any noncompliance with the franchise is found, City may direct Grantee to correct the inadequacies in accordance with Sections 11 and 12 above.

SECTION 17. SYSTEM AND SERVICES REVIEW

To provide for technological, economic and regulatory changes in refuse collection and recycling, to facilitate renewal procedures, to promote competition in the refuse and recycling industry and to achieve a continuing, advanced refuse collection and recycling system, the following system and services review procedures are hereby established:

- A. At City's sole option, City may hold public hearings at any time to review the refuse collection and recycling system and services, and shall invite Grantee to attend and participate in such hearings. It is the City's intent to conduct any system and services

review concurrently with any annual review of performance and quality of service as provided for in Section 16.

- B. Sixty days after receiving notice from the City, Grantee shall submit a report to City indicating the following:
 - 1. Changes recommended to improve the City's ability to meet the goals of AB 939.
 - 2. Any specific plans for provision of such new services by the Grantee or a justification indicating why Grantee believes that such services are not feasible for the service area.
- C. Topics for discussion and review at the system and services review hearing shall include, but not be limited to services provided, feasibility or providing new services, application of new technologies, customer complaints, rights of privacy, amendments to the franchise agreement, developments in the law and new initiatives for meeting or exceeding AB 939's goals and regulatory constraints.
- D. City and the Grantee may each select additional topics for discussion at any systems and services review hearing.
- E. Not later than 60 days after the conclusion of each system and service review hearing, the City shall issue a report. The report shall include a listing of any refuse collection and recycling services not then being provided to the City that are considered technically and economically feasible by the City. City may require Grantee to provide such services within a reasonable time, for reasonable rates and compensation.

SECTION 18. COMPENSATION

A. GRANTEE RATES

Grantee shall provide the services described in this agreement for rates fixed by the City from time to time and described in Exhibit C.

B. MODIFICATION AND ADJUSTMENT OF RATES

Rates set forth in Exhibit C shall remain in effect until adjusted by action of the City Council.

Annual Rate Adjustment. Approved rates shall be reviewed annually and may be adjusted to reflect changes in the Consumer Price Index (CPI). Grantee shall submit adjustment requests to the City by May 1 of each calendar year. The adjustments shall reflect the change in the CPI index for all urban consumers within the Los Angeles-Anaheim-Riverside Metropolitan Area during the March to March period just passed. A grant of a rate adjustment shall be by ordinance following a public

hearing concerning the proposed increase. City's City Council shall not unreasonably deny a requested rate increase. If granted, the adjustments shall be effective on July 1 of each calendar year. This adjustment shall apply to the collection component of the current rate, which is the total rate less landfilling cost.

Landfilling Cost Adjustment. The landfilling fee portion of the rate schedule shall be adjusted only when landfilling costs increase or decrease and may be applied on a prorated basis to customers. Such adjustments shall be processed in the same manner as for the service component changes and shall also be effective on July 1 annually. To the extent that Grantee disposes of, processes, or recycles materials at a facility that it owns, operates, or controls (or that is owned, operated, or controlled by any Affiliated Company), the landfill costs charged to City customers shall be equal to or less than the lowest landfill rates charged to any other city in western Riverside County to which the Grantee provides services similar to those provided to the City.

It is the intent of the City that the CPI-based rate adjustments allowed by this Section 18 continue the CPI-based formula for service rate increases and landfill cost-based formula for landfill rate increases adopted by the City on April 1, 1992 as part of the prior franchise agreement. It is also the intent of the City that the rate increase mechanisms described in this Section be a "clearly defined formula for inflation adjustment" for purposes of California Government Code Section 53750.

C. NOTICE OF RATE INCREASES

The Grantee shall provide customers at least 15 days in advance of the beginning of a billing period written notice of the implementation of changes in any of its rates and charges that are not subject to regulation by the City.

D. RESOLUTION OF DISPUTES REGARDING RATE ADJUSTMENTS

Any dispute regarding the annual CPI and disposal fee adjustment or the computation thereof or any other dispute regarding Grantee's reimbursement for fees, special services or extraordinary costs described in this section shall be decided by the City Manager, or referred by the City Manager to the City Council, or to a hearing officer as provided in Section 12. The decision of the City Council or City Manager may be appealed by the Grantee for an administrative hearing pursuant to Section 12, provided that the consent of the City Council to grant a CPI increase or disposal fee adjustment shall not be unreasonably withheld. Extraordinary increases shall be governed by Section 18.H below. The rates in effect at the time such dispute is submitted to the City Council or to a hearing officer shall remain in effect pending resolution of such dispute. The City Council, or the hearing officer, as appropriate, whether retroactive or prospective, shall reasonably determine the effective date of any dispute resolution.

E. BILLING AND PAYMENT

1. Grantee shall bill all non-residential customers for all services, whether regular or special. Grantee shall provide itemized bills, distinctly showing charges for all classifications of services, including the charges for late payment. The Grantee shall not designate that portion of a customer's bills attributable to the franchise fee as a separate item on customers' bills. Billings may be made monthly in advance for commercial/industrial and all bin service customers.
2. City shall bill all residential customers for all services, provided that Grantee shall inform City of any special charges to be billed to a particular customer. On a monthly basis, City shall remit to Grantee all residential solid waste charges, less applicable franchise fees, in accordance with this agreement. City's remittance shall include all pertinent reconciling information including number of units billed per month by City and any other special charges included in that quarter's remittance statement.

F. DELINQUENT ACCOUNTS

Grantee may not, without the written approval of the City, discontinue service to any residential customer for nonpayment of fees and charges. Persons who have not remitted required payments within 120 days after the date of billing shall be notified by Grantee on forms that contain a statement that if payment is not made within 15 days from the date of the notice, the delinquent and unpaid charges, including a basic penalty and interest, may be placed on the Riverside County annual secured property tax rolls and that amount would then become a lien on the property. Grantee shall pay all fees charged by Riverside County in connection with the establishment of this secured tax roll billing and collection program, and shall pay all direct fees incurred by the City in processing delinquent and unpaid assessments through the secured property tax roll procedure.

Grantee understands and acknowledges that the City is providing billing services under contract, and that the City will not be responsible for amounts that are billed but not collected.

G. REFUNDS

Grantee shall promptly refund each customer, on a prorated basis and involving at least one-half month's service, any advance service payments made by such customer for service not provided when service is discontinued by the customer.

H. EXTRAORDINARY COSTS

In addition to, and not in lieu of, the Annual CPI adjustment described above, Contractor may request rate adjustments in an amount equal to the Contractor's extraordinary increases or decreases in its cost of collection, disposal and processing services. Such extraordinary changes in the Contractor's cost adjustment shall be subject to prior consideration and approval by the City Council. The City Council will not be obligated to grant said extraordinary cost adjustment requests. Such extraordinary change in Contractor's cost of collection shall include, by way of example and not by way of limitation: (1) a change in the location of the sites to which the Contractor transports solid waste, greenwaste or recyclables which are outside the Contractor's control; (2) new or increased taxes or fees payable by the Contractor based upon its operations hereunder by a governmental body; (3) changes in local, state or federal laws governing collection, separation, transportation or disposal of solid waste; (4) material increases or decreases in fuel.

SECTION 19. COLLECTION EQUIPMENT AND PRACTICES

A. COLLECTION EQUIPMENT

Grantee shall provide an adequate number of vehicles and equipment for the collection, disposal and transportation services for which it is responsible under this franchise agreement. All vehicles used by Grantee under this franchise agreement shall be registered with the Department of Motor Vehicles of the State of California, shall be kept clean and in good repair, shall keep all collected materials covered during transportation, and shall be uniformly painted. The average age of Grantee's collection vehicles used in the performance of this agreement shall not exceed seven years, and no individual vehicle that is older than ten years may be used. For purposes of calculating the age of a vehicle or of Grantee's fleet, the age shall be the age of the chassis and body, rather than the age of the engine. Solid waste collection vehicles shall be washed at least once every seven days. Grantee's name, telephone number and vehicle number shall be visibly displayed on its collection vehicles in letters and figures no less than five inches high. All vehicles used by Grantee to provide services under this agreement shall be kept and maintained free from any leaks, including, without limitation, leaks of hydraulic oil, brake fluid, engine oil, fuel, or transmission fluid. Equipment of Grantee used under this agreement shall be subject to inspection by City on a semi-annual basis, but shall not be subject to any permit fee therefor. All vehicles placed into service in the City by Grantee shall meet all applicable emissions requirements, including but not limited to those established by the South Coast Air Quality Management District (SCAQMD).

B. COLLECTION PRACTICES

Grantee shall not cause or permit the private property or City streets or property to be littered with trash or other debris because of Grantee's activities under this agreement. Grantee shall clean up any such trash or debris in the immediate vicinity of any waste container and/or storage area that results from collection services under this agreement.

SECTION 20. PUBLIC ACCESS TO GRANTEE/CUSTOMER SERVICE STANDARDS

A. OFFICE HOURS

Grantee shall maintain and operate an office and customer service center within western Riverside County or western San Bernardino County whose office hours shall be, at a minimum, from 8 a.m. to 5 p.m. Mondays through Fridays, except holidays when residential collection does not occur. A representative of Grantee shall be available during office hours for communication with the public at Grantee's service center. Normal office hour telephone numbers will either be a local or toll free call. Grantee shall also maintain a local or toll free after-hours telephone number for use during other than normal business hours. Grantee shall have a representative or answering service (a voice mail system is acceptable) available at the after-hours telephone number during all hours other than normal office hours.

B. SERVICE COMPLAINTS

1. The Contractor shall resolve all service complaints as soon as possible. Each missed solid waste/recyclables/green waste collection must be collected on the same day it is missed or within 24 hours of notification of missed pickup. All customer complaints shall be directed to Grantee. Grantee shall record all complaints received by mail, email and telephone or in person (including date, name and address of complainant and nature of complaint). The City Manager or the Manager's designee may investigate service complaints. Unless a settlement satisfactory to complainant, the Grantee and the Manager's designee is reached, the complainant may refer the matter to the City Manager for review.
2. Grantee will maintain records listing the date of consumer complaints, the customer, describing the nature of the complaint or request and when and what action was taken by the Grantee to resolve the complaint. All such records shall be maintained for a period of two years and shall be available for inspection by City.
3. The Contractor, upon request, shall provide the City with a written explanation of the disposition of any incident involving a claim of damage to private or public property as a result of the actions of the Contractor's employees, agents or sub-contractors.

C. QUALITY OF PERFORMANCE OF CONTRACTOR

It is the intent of this agreement to ensure that the Contractor provides a high quality level of solid waste, recyclable material and green waste collection service for residential and commercial sectors of the service area. To this end, all complaints received by the City and reported to the Contractor shall be promptly resolved. Repetitive violations of these standards shall be considered unsatisfactory performance under terms of this agreement and shall subject Grantee to provisions of Sections 11 and 12. Grantee shall not charge or collect any fine, penalty, surcharge, or other extra charge for overloaded containers or spilled waste where Grantee has missed the scheduled pickup, regardless of whether the customer has notified Grantee of the missed pickup. The City may conduct audits of Grantee's collection routes. Upon request, Grantee shall provide the City with route maps detailing all collection routes.

Minimum service standards are as follows:

1. Customer Service

- a. All new customers shall receive a "start up" kit within 14 days of the commencement of service that outlines they have acquired and how to use them.
- b. Calls to the service center shall be answered within an average of 30 seconds or less, except for weeks with holidays when call volume is higher and answering time may average 45 seconds.
- c. The abandon rate (callers hang up before the call is answered) for calls shall be 3 percent or less on average per week.

2. Residential Service

- a. No more than one missed pickup per 1,000 customers serviced per week.
- b. All missed pickups will be collected within one business day of the call's receipt.
- c. Customers with missed pickups will be contacted the following business day to check whether the collection has occurred.
- d. Emergency container exchanges or repairs (i.e. broken wheels) will be done within two business days of the call's receipt.
- e. Non-emergency container exchanges or repairs (i.e. dirty or old bins) will be done on the customer's next collection day.

3. Commercial/Industrial Service

- a. No more than one missed pickup per 1,000 customers serviced per week.
- b. All missed pickups will be collected within one business day of the call's receipt.

- c. Customers with missed pickups will be contacted the following business day to check whether the collection has occurred.
- d. Customers will be contacted while the driver is on-site to make arrangements for collection when bins are inaccessible.
- e. Emergency bin exchanges or repairs (e.g. broken wheels) will be done within two business days of the call's receipt.
- f. Non-emergency bin exchanges or repairs (e.g. dirty or old bins) will be done within five business days of the customer's request.
- g. Requests for extra pickups will be completed one business day of the customer's request.

Route changes made without written notification by the Contractor, and approval by the City, will result in a \$2,000 fine per incident and the Contractor shall revert to the original route.

D. GOVERNMENT LIAISON PERSON

The Grantee shall designate a "government liaison person" who shall be responsible for working with the City Manager or the City Manager's designated representative to resolve consumer complaints.

SECTION 21. RESOLUTION OF DISPUTED CUSTOMER COMPLAINTS

- A. The Grantee shall provide customers with a summary of this complaint arbitration procedure at the time customers apply for service.
- B. A customer dissatisfied with Grantee's decision regarding a complaint may ask the City to review the complaint. To obtain this review, the customer must request City review within 30 days of receipt of Grantee's response to the complaint, or within 45 days of submitting the complaint to the Grantee, if the Grantee has failed to respond to the complaint. The City may extend the time to request its review for good cause.
- C. Before reviewing the complaint, the City Manager shall refer it to the Grantee. If the Grantee fails to cure the complaint within 10 days, the City Manager shall review the customer's complaint and determine if further action is warranted. The City Manager may request written statements from the Grantee and customer, and/or oral presentation.
- D. The City Manager shall determine if the customer's complaint is justified, and if so, what remedy, if any, shall be imposed. The remedy under this section shall be limited to a rebate of customer charges related to the period of breach of any of the terms of this franchise agreement or a penalty of up to \$100 for any single event or series of related events, or any actual damages.
- E. The City Manager may delegate these duties to a designee. The decision of the City Manager or the designee shall be final on any matter under \$1,000. In the event of a

decision on a matter awarding \$1,000 or more, Grantee may seek review pursuant to Section 12.

SECTION 22. OWNERSHIP OF SOLID WASTE

Once refuse and compostables placed in bins and containers are picked up by Grantee, ownership shall transfer to Grantee. Recyclables shall become the property of Grantee when the owner or generator places such materials in containers or bins for collection at curbside. Subject to Grantee's obligation to divert from landfills as much recyclable material and green waste as possible, Grantee is hereby granted the right to retain, recycle, compost, dispose of and otherwise use such refuse, compostables and recyclables, or any part thereof, in any lawful fashion or for any lawful purpose desired by Grantee.

SECTION 23. INDEMNIFICATION AND INSURANCE

A. INDEMNIFICATION OF CITY

To the fullest extent permitted by applicable law, the Grantee shall protect, defend (with counsel approved by the City), indemnify and save the City, its agents, officials, commission members, employees, servants, including volunteers, any firm, company, organization or individual, or their contractors or subcontractors with whom the Grantee may be contracted, harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, including incidental, special, actual, and environmental pollution, judgments, losses, costs, expenses, suits, actions, and causes of action of every kind and character, including, but not limited to, claims based on negligence, strict liability, and absolute liability which may arise in favor of any person or persons on account of illness, disease, loss of property, services, wages, death or personal injuries resulting from the Grantee's performance or non-performance of its obligations or operations under this agreement, regardless whether others may be wholly, concurrently, partially or solely negligent, or strictly liable, or absolutely liable or otherwise at fault, except damages arising out of negligence or willful misconduct of the City, its agents, officials, commissioners, employees, servants, including volunteers, any firm, company, organization or individual, or their contractors or subcontractors with whom the City may be contracted. Further, the Grantee hereby agrees to indemnify the City for all reasonable expenses and attorney's fee incurred by or imposed upon the City in connection therewith for any loss, damage, injury or other casualty. In the event Grantee challenges the City's right to indemnity hereunder and the City prevails, the Grantee further agrees to pay all reasonable expenses and attorney's fees incurred by the City in establishing the right to indemnity.

B. INDEMNIFICATION OF GRANTEE

The City shall indemnify, defend and hold the Grantee, its affiliates and their respective officers, directors, employees and shareholders harmless from and against any and all liabilities, losses, damages, claims, actions, causes of action, costs and expenses (including reasonable attorney fees) arising from or in any manner related to the negligence or willful acts of the City, its officers, employees, agents or contractors.

C. HAZARDOUS SUBSTANCES INDEMNIFICATION

Grantee shall indemnify, defend with counsel reasonably acceptable to the City, protect and hold harmless City, its officers, employees, agents, assigns and any successor or successors to City's interest from and against all claims, actual damages (including but not limited to special and consequential damages), natural resources damage, punitive damages, injuries, costs, response remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (including, but not limited to attorney and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by or asserted against, City or its officers, employees, agents or grantees arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes at any place where Grantee stores or disposes of municipal solid waste, green waste, hazardous waste, or special waste pursuant to this agreement, to the extent caused by the negligence or willful misconduct of the Grantee or its agents. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, "CERCLA", 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25365, to insure, protect, hold harmless and indemnify City from liability.

D. WORKERS' COMPENSATION INSURANCE

Grantee shall obtain and maintain in full force and effect throughout the entire term of this franchise agreement full workers' compensation insurance in accordance with the provisions and requirements of the Labor Code of the State of California. Endorsements that implement the required coverage shall be filed and maintained with the Contract Administrator throughout the term of this agreement. The policy providing coverage shall be amended to provide that the insurance shall not be suspended, voided, canceled, intentionally reduced in coverage or in limits except after 30 days prior written notice by certified mail return receipt requested has been given to the City. The policy shall also be amended to waive all rights of subrogation against the City, its elected or appointed officials, employees, agents or Grantee for losses that arise from work performed by the name insured for the City.

E. LIABILITY INSURANCE

Grantee shall obtain and maintain in full force and effect throughout the entire term of this agreement a broad form commercial general liability and automobile liability insurance policy with \$10,000,000 per occurrence and if an aggregate limit is used, it shall be twice the occurrence limit; any self-insured retention shall not exceed \$200,000 per occurrence. Said insurance shall protect Grantee and the City from any claim for damages for bodily injury, including accidental death, as well as from any claim for property damage which may arise from operations performed pursuant to this agreement, whether such operations be by Grantee itself, or by its agents, employees and/or sub-grantees. Copies of the policies or endorsements evidencing the above required insurance coverage shall be filed with the Contract Administrator of this agreement. All of the following endorsements are required to be made part of the insurance policies required by this section:

1. "The City, its employees, agents, Grantees and officers, are hereby added as insured as respects liability arising out of activities performed by or on behalf of Grantee."
2. "This policy shall be considered primary insurance as respects any other valid and collectible insurance the City may possess, including any self-insured retention the City may have, and any other insurance the City does possess shall be considered excess insurance and shall not contribute with it."
3. "Thirty days prior written notice by certified mail, return receipt requested, shall be given to the City in the event of suspension, cancellation, intentional reduction in coverage or in limits or non-renewal of this policy for whatever reason. Such notice shall be sent to the City Clerk."

The limits of such insurance coverage, and companies, shall be subject to review and approval by the City's Risk Manager every year and may be increased at that time to match the coverage provided by the City's own liability insurance policy. The City shall be included as a named insured on each of the policies or policy endorsements.

F. MODIFICATION

The insurance requirements provided herein may be modified or waived in writing by the City Council upon the request of Grantee, provided the City Council determines such modification or waiver is in the best interest of City, considering all relevant factors, including the fact that the parent of Grantee may be self-insured up to a certain acceptable amount.

SECTION 24. MAINTENANCE, INSPECTION AND AUDIT OF GRANTEE'S BOOKS AND RECORDS

A. MAINTENANCE OF RECORDS

Grantee shall accurately maintain all records relating to the services provided hereunder including, but not limited to customer lists, billing records, maps and customer complaints for a period of not less than four years. AB 939 compliance records shall be maintained for the full term of this agreement or any longer period required by law. Contractor shall maintain complete accounting records pertaining to cash receipts, billing and disposal records ("Accounting Records") prepared on an accrual basis in accordance with generally accepted accounting principles for at least four (4) years following the close of Grantee's fiscal year. Grantee shall maintain the Accounting Records in a manner that allows for the separate identification of all revenues associated with providing Services hereunder and such revenues shall not be combined, consolidated or in any other way incorporated with those of other operations conducted by Grantee in locations other than the City. The City shall have the right, upon five business days advance notice, to inspect all maps, AB 939 compliance records, customer complaints, records, Accounting Records, and other like materials of the Grantee that reasonably relate to Grantee's compliance with the provisions of this agreement. Such records shall be made available to City at Grantee's regular place of business, but in no event outside the County of Riverside.

B. AUDIT OF RECORDS

The Records and Accounting Records of Contractor and City shall be subject to audit and inspection, for the primary purpose of reviewing billing operations, accounts receivable and customer service, by either party, its auditors or other agents, at any reasonable time. Such audit or inspection shall take place at City's City Hall, if practicable, or at a Grantee facility in Riverside County. The party initiating the audit shall initially bear the cost of such audit. If such audit discloses a material breach of this agreement or an underpayment of the franchise fees or other sums due under this Agreement in excess of five percent (5%) of the amount which should have been paid, the party who underpaid shall promptly tender to the other party the amount of such underpayment, together with interest at the rate of twelve percent (12%) computed from the date of underpayment, and shall further reimburse the other party for the entirety of its audit costs, including, without limitation, auditor's costs and expenses, internal costs and expenses, and legal and other third party expenses. If such audit discloses an underpayment of less than five percent (5%), the appropriate party shall promptly repay such underpayment, together with interest at the rate of twelve percent (12%) computed from the date of underpayment, and the party initiating the audit shall bear the costs of the audit. If an audit discloses an overpayment by either party, the party receiving the overpayment shall promptly refund the overpayment without interest, or credit it without interest against sums owed by the other party.

SECTION 25. GENERAL PROVISIONS

A. FORCE MAJEURE

Grantee shall not be in default under this agreement in the event that the collection, transportation and/or disposal services of Grantee are temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, civil disturbances, insurrections, explosions, labor disturbances which last less than seven (7) working days, natural disasters such as floods, earthquakes, landslides and fires or other catastrophic events that are beyond the reasonable control of Grantee. Other catastrophic events does not include the financial inability of the Grantee to perform or failure of the Grantee to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Grantee. In the event a labor disturbance interrupts collection as noted above, Grantee shall be required to collect additional trash, recyclables and greenwaste in plastic bags or in containers or bins at no extra charge to the residents or commercial customers.

B. INDEPENDENT CONTRACTOR

Grantee is an independent contractor and not an officer, agent, servant or employee of the City. Grantee is solely responsible for the acts and omissions of its officers, agents, employees, Grantees and sub-grantees, if any. Nothing in this agreement shall be construed as creating a partnership or joint venture between the City and Grantee. Neither Grantee nor its officers, employees, agents of sub-grantees shall obtain any rights to retirement or other benefits, which accrue to City employees.

C. PAVEMENT DAMAGE

Grantee shall be responsible for any extraordinary damage to City's driving surfaces, whether or not paved, resulting from the weight of vehicles providing refuse collection services when it can be demonstrated that such damage is caused by vehicles exceeding the legal maximum weight limits of the State of California or the negligent operation of vehicles by Grantee's employees.

D. PROPERTY DAMAGE

Any physical damage, deemed to be caused by the employees or subcontractors of Grantee to private or public property shall be promptly repaired or replaced.

E. RIGHT OF ENTRY

To the extent that the City can grant such a right, Grantee shall have the right, until receipt of written notice revoking permission to pass is delivered to Grantee, to enter

or drive on any private street, court, place, easement or other private property for the purpose of collecting or transporting refuse pursuant to this franchise agreement.

F. LAW TO GOVERN; VENUE

The laws of the State of California shall govern this franchise agreement. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Riverside. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

G. FEES AND GRATUITIES

Grantee shall not, nor shall it permit any agent, employee or sub-grantee employed by it, request, solicit, demand or accept, either directly or indirectly, any compensation or gratuity for the collection of refuse otherwise required to be collected under this franchise agreement.

H. PRIOR AGREEMENTS AND AMENDMENT

This agreement is intended to carry out the City's obligations to comply with the provisions of AB 939 as it from time to time may be amended, and as implemented by regulations of the California Integrated Waste Management Board, as they from time to time may be amended. In the event that AB 939 or other state or federal laws or regulations enacted after this agreement has been enacted, prevent or preclude compliance with one or more provisions of this agreement, such provisions of the agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. No other amendment of this agreement shall be valid unless in writing duly executed by the parties.

I. COMPLIANCE WITH FRANCHISE AGREEMENT

Grantee shall comply with those provisions of the Corona Municipal Code that are applicable, and with any and all amendments to such applicable provisions during the term of this franchise agreement.

J. COMPLIANCE WITH APPLICABLE LAW

Grantee shall comply with Applicable Law in the provision of services and performance of obligations under this agreement, including but not limited to the collection, processing, diversion, and disposal of all categories of waste.

K. NOTICES

All notices required or permitted to be given under this agreement shall be in writing and shall be personally delivered or sent by telecopy or United States certified mail, postage prepaid, return receipt requested, addressed as follows:

To City:

To Grantee:

City Manager
City of Corona
400 S. Vicentia Ave.
Corona, CA 92882-2187

Manager
Waste Management of the Inland Empire
800 S. Temescal Street
Corona, CA 92879

or to such other address as either party may from time to time designate by notice to the other given in accordance with this section. Notice shall be deemed effective on the date personally served or, if mailed, three business days from the date such notice is deposited in the United States mail.

L. SAVINGS CLAUSE AND ENTIRETY

If any non-material provision of this franchise agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this franchise agreement.

M. EXHIBITS INCORPORATED

Exhibits A through E are attached to and incorporated into this franchise agreement by reference.

WITNESS the execution of this agreement on the 5th day of July, 2006.

CITY OF CORONA

By Karen Spiegel
Karen Spiegel, Mayor

**USA WASTE
OF CALIFORNIA, INC.**

By Duane Woods
Duane Woods
Senior Vice President

By Robert E. Longo
Robert E. Longo
Assistant Secretary

Attest:

By Victoria Wasko
Victoria Wasko, City Clerk

Exhibit A
SPECIAL WASTES

Flammable waste.

Container waste (e.g., a drum, barrel, portable tank, box, pail, etc.).

Waste transported in a bulk tanker.

Liquid waste.

Sewage sludge.

Waste from a pollution control process.

Residue and debris from the cleanup of a spill or release of chemical substances, commercial products or any other special wastes.

Contaminated soil, waste, residue, debris and articles from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation or disposal of any other special wastes.

Dead animals over 10 pounds.

Manure.

Waste water.

Explosive substances.

Radioactive materials.

Materials which have been exposed to highly infectious or contagious diseases.

Hazardous materials.

Any other materials that in the future are determined by state or federal law or regulation to be unsuitable for landfilling and/or collection.

EXHIBIT B

RECYCLING PROGRAM

- A. Grantee will work with the City in developing and implementing programs that increase recycling consciousness among residents and businesses and that result in increasing levels of participation and diversion by customers.
- B. **Residential Recycling.** The recycling program to be used will provide curbside pickup of recyclables in residential areas. In addition to a 96-gallon rollout container provided households for regular trash, the Grantee also is to provide two 96-gallon rollout containers for recycling, one for green waste, the second for other commingled recyclables (such as paper, cardboard, plastics, glass and metals). Residential customers may request an exchange of 96-gallon containers for 64-gallon containers. Weekly curbside collection of used motor oil also is to be provided.
1. **Recyclable materials.** Recyclable materials include paper, newspapers (including inserts), aluminum cans and clean aluminum foil and pans, plastic containers, glass bottles and jars, corrugated cardboard, paper bags, magazines, tin and ferrous cans, telephone directories and other similar solid waste materials when such materials have either been diverted from the remaining solid waste stream or removed prior to their entry into the remaining solid waste stream.
 2. **Used Oil Curbside Collection.** Residents may place for collection up to two gallons of used motor oil per collection day at the curb in a clearly marked see-through container. Grantee will empty the container into an oil collection container that ensures that oil is not commingled with other waste, and return the container to the customer's curbside. Customers shall be required to request this collection 24 hours in advance of their normal collection day.
- C. **Commercial/Industrial/Multi-family Recycling.** Grantee shall also make recycling services available to all commercial/industrial customers. Grantee shall maintain a program of regular contact with these accounts to educate, encourage and gain participation in recycling programs. Grantee and City shall annually prepare a work plan including measures to use in building increased waste diversion by these types of accounts.

Grantee shall establish a recycling program for multi-family complexes, shall charge the rates listed in Exhibit "C" for this service, and shall prepare and distribute informational items concerning the multi-family recycling program to the owners or managers of every multi-family complex in the City. In addition, Grantee shall identify, contact and assist the fifteen largest multi-family complexes within the City to develop ways to accommodate and gain support for recycling programs.

- D. **Reports.** Grantee will provide the City with written reports detailing recycling activity in a form adequate to meet City's reporting requirements to the California Integrated Waste Management Board throughout the term of this agreement.

EXHIBIT C
SCHEDULE OF RATES

Residential Service

(Residential accounts are billed directly by City)

Basic:

Regular weekly curbside refuse & recycling service:

Service component \$12.74

Disposal component \$ 3.99

Total per household \$ 16.73 per month

Income Qualified:

Regular weekly curbside refuse & recycling service:

Service component \$ 7.83

Disposal component \$ 4.18

Total per household \$ 12.01 per month

Multifamily Dwellings:

(Multifamily accounts are billed by Grantee)

1st Dwelling: \$10.16 per month 2nd Dwelling: \$20.31 per month

3rd Dwelling: \$29.24 per month 4th Dwelling: \$38.09 per month

5th Dwelling: \$46.89 per month 6th Dwelling: \$55.71 per month

Over 6 units, additional \$10.11 per unit/month

Multifamily Recycling:

Recycling Only: \$2.68 per unit/month Greenwaste & Recycling: \$5.13 per unit/month

Income Qualified: \$2.18 per unit/month

Miscellaneous Residential Charges:

(All miscellaneous charges will be billed by the Grantee)

Additional containers: Trash: \$ 5.23 per month, Recycle & Greenwaste: \$1.05 per month

Residential bulky item pickups: 1st Item: \$15.70 per item
Add'l Items: \$10.47 per item

(In addition to the three curbside pickups annually)

Residential e-waste pickups: \$25.00 per item
(Over and above the three curbside e-waste pickups annually)

Extra Bag Fee (Bags outside cart provided): \$ 4.00 per bag

CFC Removal Fee: \$30.00 per item

New Start/Activation Fee: \$12.00
(For new customers needing containers)

Cart Exchange (in excess of one per year) \$15.00 per cart

Commercial/Industrial Service

(Commercial/industrial accounts are billed directly by Grantee)

Loose Yards

Frequency of pickups	Container size/cost per month			
	2 Yard	3 Yard	4 Yard	6 Yard
1 per week	\$ 76.33	\$100.84	\$134.45	\$181.25
2 per week	\$145.30	\$192.19	\$256.26	\$344.83
3 per week	\$213.26	\$282.26	\$376.35	\$506.98
4 per week	\$282.03	\$373.37	\$497.82	\$671.89
5 per week	\$350.06	\$463.51	\$618.01	\$833.97
6 per week	\$426.24	\$564.16	\$752.23	\$1,012.55

Commercial Recycling (All Sizes):

1x weekly \$ 34.26 per bin/month
2x weekly \$ 67.01 per bin/month
3x weekly \$ 99.76 per bin/month
4x weekly \$132.51 per bin/month

Commercial Can Service (Includes Recycling Only)

64 Gallon Carts: \$29.15 per month
96 Gallon Carts: \$33.54 per month

Miscellaneous Commercial Charges:

Additional pickups of existing bins: \$47.10 per bin

Temporary bin service 3 Day: \$89.71

	1 Month:	\$225.00 includes 3 pick-ups
Scout Service (For customers needing pullout service):		\$45.00 per bin/per month
Bin Exchange Service (In excess of one per year):		\$60.00 per bin
Bin Removal (Permanent customers only):		\$25.00 per bin
Lock Lid Fee:		\$10.83 per bin/per month
	Replacement Lock:	\$26.17
	Replacement Key:	\$ 5.23
Bulky Item Pick Up:	1st Item	\$15.70
	Add' Items:	\$10.47
Overage Fee:		\$37.29 per bin
Burned Bin:		\$293.07
Stolen Bin:		\$523.34
Pull-out or moving fees for commercial bins:	0 - 25 feet:	\$0
<i>(Rate is per month, per bin, per frequency)</i>	26 - 50 feet:	\$7.33
	51 - 75 feet:	\$9.42
	76 - 100 feet:	\$10.47
Reinstatement Fee:		\$35.00
<i>(For non-payment, includes re-delivery of bin)</i>		
Setup/Activation Fee:		\$25.00
<i>(For new customers needing containers)</i>		
Extra pickup on HOC:		\$40.00

Commercial Compacted Yards

Frequency of pickups	Container size/cost per month		
	2 Yard	3 Yard	4 Yard
1 per week	\$106.83	\$144.97	\$183.89
2 per week	\$205.43	\$279.65	\$354.79
3 per week	\$304.01	\$412.94	\$513.77
4 per week	\$402.55	\$547.45	\$696.52
5 per week	\$501.09	\$679.62	\$867.42
6 per week	\$606.03	\$824.01	\$1,048.23

Additional pickups of existing bins: \$94.20 per bin

Roll-off Service

10 or 40 yard bin: \$ 418.49 per pickup, includes 5.75 tons

Compactors \$ 462.29 per pickup, includes 7.5 tons

Mixed C&D Loads: \$ 225.00 per pickup, plus disposal costs

Minimum monthly fee for roll-off service: \$224.00

Trip Charge/Relocate Fee: \$ 65.00

Setup/Activation Fee: \$25.00

(For new customers needing containers)

EXHIBIT D

CITY FACILITIES

CITY FACILITIES – REFUSE/RECYCLING SERVICE PROVIDED

DWP FACILITIES

DESALTING PLANT	450 N COTA AVE
LESTER WATER TREATMENT PLANT	2970 RIMPAU
SIERRA DEL ORO WATER TREATMENT PLANT	2940 WILDERNESS CIRCLE
WASTEWATER TREATMENT PLANT #1	2205 RAILROAD
WASTEWATER TREATMENT PLANT #2 (SUNKIST)	650 E HARRISON ST
WASTEWATER TREATMENT PLANT #3	20730 TEMESCAL CANYON

CITY PARKS/FACILITIES

AUBURNDALE RECREATION CENTER	1045 AUBURNDALE
BORDER PARK	2400 AVENIDA DEL VISTA
BRENTWOOD PARK RECREATION CENTER	1646 DAWN RIDGE DR
BUENA VISTA PARK	2515 BUENA VISTA AVE
BUTTERFIELD PARK	1886 BUTTERFIELD DR
BUTTERFIELD STORAGE/WAREHOUSE	1886 BUTTERFIELD
CITRUS PARK	1250 SANTANA WAY
CITY PARK, POOL, SCOUT HOUSE, ARMORY	930 E 6TH ST
CORONA MUNICIPAL AIRPORT	1901 AVIATION DR
CRESTA VERDE PARK	1640 COLLETTE AVE
EAGLE GLEN COMMUNITY PARK	4190 BENNETT AVE.
GRIFFIN PARK	2770 GRIFFIN WAY
HUSTED PARK	1200 MERRILL ST
KELLOGG PARK	1635 KELLOGG AVE
LINCOLN PARK	LINCOLN & CITRON
MANGULAR PARK	2208 MANGULAR AVE
MOUNTAIN GATE COMMUNITY PARK	3100 S MAIN ST
ONTARIO PARK	ONTARIO & VIA PACIFICA
PARKVIEW PARK	2094 PARKVIEW DR
PROMENADE COMMUNITY PARK	615 RICHEY ST
RIDGELINE PARK	2850 RIDGELINE DR
RIVER ROAD PARK COMMUNITY CENTER	1100 W RIVER RD
ROCK VISTA PARK	2481 STEVEN DR
SANTANA REGIONAL PARK	598 ONTARIO AVE
SENIOR CENTER	921 S BELLE AVE
SERFAS CLUB PARK	2575 GREEN RIVER RD
SHERIDAN PARK	300 S SHERIDAN ST
SPYGLASS PARK	1790 SPYGLASS DR
TEHACHAPI PARK	2113 SISKIYOU
VICTORIA PARK RECREATION CENTER	312 E 9TH ST
VILLAGE PARK	860 VILLAGE LOOP DR

FACILITIES

CITY HALL	400 S. VICENTIA AVE
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CITY LIBRARY	650 S MAIN ST
HISTORIC CIVIC CENTER	815 W 6TH ST
CORPORATION YARD COMPLEX	730 CORPORATION YARD WAY
DOWN TOWN ANNEX	152 E 6TH ST
PW YARD/TRANSFER STATION - RINCON**	650 E HARRISON ST

** Public Works Yard/Transfer Station - *Not to include Contracted Street Sweeping Debris*

FIRE STATIONS/FACILITIES

FIRE STATION #1	540 MAGNOLIA AVE
FIRE STATION #2	225 E HARRISON
FIRE STATION #3	790 S SMITH
FIRE STATION #4	915 N MC KINLEY
FIRE STATION #5	1200 CANYON CREST
FIRE STATION #6	110 UPPER DRIVE

POLICE STATIONS/FACILITIES

POLICE SPECIAL ENFORCEMENT BUREAU	515 S. CORONA MALL
POLICE STATION	849 W 6TH ST
SPECIAL ENFORCEMENT BUREAU	152 E 6TH ST
TEMESCAL PUBLIC SAFETY FACILITY	3777 BEDFORD CANYON RD
THE CROSSINGS SUB STATION	3260 TEMESCAL CYN RD
ANIMAL CONTROL	608 W HARRINGTON
CORONA POINTE SUB-STATION	1302 MAGNOLIA

CITY FACILITIES - REFUSE/RECYCLING SERVICE NOT CURRENTLY NEEDED

DWP FACILITIES

CLEARWATER COGEN POWER PLANT	2205 RAILROAD
CORONA HEIGHTS MUTUAL WATER CO	1300 MAGNOLIA
DOS LAGOS SUBSTATION	3855 TEMESCAL CYN RD
GREEN RIVER WATER TREATMENT PLANT	4130 GREEN RIVER DR
RIMPAU ZONE 4 PUMP STATION	2970 RIMPAU AVE
YUMA RESERVOIR	881 CORSICA DR
CORGEN LANDFILL GENERATION STATION #1	1300 MAGNOLIA

CITY PARKS/FACILITIES

ARMORY	1075 E 6TH ST
CITY PARK WAREHOUSE/MAINTENANCE	938 E 6TH ST
COMMUNITY CENTER (TEMP DAY CARE)*	E. GRAND/5TH STREET
* Currently leased to YMCA	
CORONA NATIONAL GOLF COURSE	COUNTRY CLUB DR
FAIRVIEW PARK	1604 FAIRVIEW DR
SETTLEMENT HOUSE	507 VICENTIA AVE

FACILITIES

HOUSING/R.D.A. OFFICE (LEASED)	250 RINCON
SALVATION ARMY HOMELESS SHELTER	420 W HARRISON

FIRE STATIONS/FACILITIES

FIRE STATION (LEASED TO RIVERSIDE)	135 N MC KINLEY
FIRE TRAINING CENTER	448 N COTA AVE

EXHIBIT E

CITY-SPONSORED SPECIAL EVENTS

City shall notify Grantee of the dates for the events listed below at least 30 days prior to each event.

4th Of July Parade and Fireworks Event
Concerts in the Park
Public Works Day
Toilet Exchange Program
Public Safety Day
Civic Center Lighting Ceremony
Main Street USA Parade
Movies in the Park
Lemon Festival
Chamber Holiday Parade
Cinco de Mayo Celebration
Great Taste Event
Halloween Carnival
Day of the Child